

***United States Court of Appeals
for the Second Circuit***



EXHIBITS

74-1751

United States Court of Appeals

For the Second Circuit.

NARROWS PROMOTIONS, LTD. d/b/a
ELITE DELI,

Plaintiff-Appellant,

-against-

HARTFORD INSURANCE COMPANY,

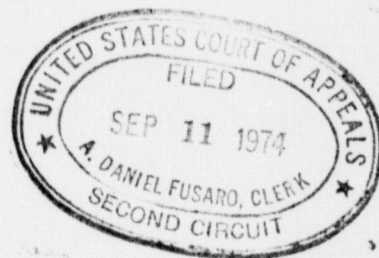
Defendant-Appellee.

On Appeal From the District Court of the
United States For The Eastern District of New York

EXHIBITS

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New York, N.Y. 10005
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B

P/S

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PLAINTIFF'S EXHIBIT #1 IN EVIDENCE

ON THE FOLLOWING PAGES ARE REPRODUCED THE PLAINTIFF'S EXHIBIT NUMBER ONE IN EVIDENCE, TO WIT: THE INSURANCE POLICY. PLEASE NOTE THAT THE REPRODUCTION IS OF POOR QUALITY BECAUSE THE ORIGINAL EXHIBIT USED IN THE COURT BELOW WAS IN ITSELF A POOR PHOTOCOPY.

Imp	Cr	Imp or Survey	Conf Report	Localizing
Prem Disc	Reduced Comm Dev		Approved	Recorded

INSURER ►

Previous Policy No.

Can. Centre

POLICY NO.

17 SMP 101360

AUDIT	Eng	Bureau	NO. EXTRA
-------	-----	--------	-----------

op			CORPUS
----	--	--	--------

AK	Link Card	DR
----	-----------	----

NB POL

Policy Term: Noon Standard Time at location of described property →

Producer's Name and Address

Agent Coyle

W. L. 51027A

17-0350

3. The Named Insured is:

✱ Individual

☐ Partnership

1.1 Other

☐ Corporation

☐ **Joint Venture**

Occupancy of Premises

MERCA: TILE

Location of Premises (Enter "Same" if same location as 1 above)

Sp. L

73 NEW YORK PLAZA S.I. NY

Insurance is provided with respect to those premises described above and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all the terms of this policy including forms and endorsements made a part hereof:

Limit of Liability

SECTION 1 PROPERTY COVERAGE

SECTION 1 - PROPERTY COVERAGE		Limit of Liability			
	Coin- surance Percentage Applicable	Loc. No. 1 Bldg. No. 1	Loc. No. 2 Bldg. No. 1	Loc. No. 3 Bldg. No.	Loc. No. Bldg. No.
Building(s)	30%	\$ 50,000	\$ NIL	\$	\$
Personal Property	60%	\$ 10,000	\$ 15,000	\$	\$
Additional Coverages (Specify)		\$ SEE END'T	\$ SEE END'T	\$	\$
LOSS OF EARNINGS		\$	\$	\$	\$
Additional Coverages (Specify)		\$ SEE END'T	\$ SEE END'T	\$	\$
CONTENTS (FURN. & RENT.)		\$ SEE END'T	\$ SEE END'T	\$	\$
GLASS		\$ SEE END'T	\$ SEE END'T	\$	\$

deductible clause No. 1 is applicable Loss deductible clause No. 2 is NOT applicable

LIMIT OF LIABILITY

SECTION 11 LIABILITY COVERAGE

SECTION II - LIABILITY COVERAGE		LIMIT OF LIABILITY	
1. Injury and Property Damage Liability	\$ 100,000 each occurrence	\$ 100,000 aggregate	
2. Medical Payments	\$ 5,000 each person	\$ 10,000 each accident	
3. Other Coverages (Specify)			

ADDITIONAL SECTIONS AND COVERAGES

and Endorsements made part of this policy at time of issue

5 10/65 L 143 5/65 L 04 2/65

[illegible]

First National City Bank, at inception, and \$2750. at each anniversary

Total Provisional Premium is \$ 307. and is payable 270. at inception, and \$ 72. Agent

CONSIDERATION OF THE PROVISIONS AND STIPULATIONS HEREIN OR ADDED HERETO AND OF THE PREMIUM ABOVE SPECIFIED, the undersigned hereby agrees to pay to the Company, for the term of three years from inception date shown above (At Noon Standard Time) to

ed in endorsement attached hereto, this Company, for the actual cash value of the property involved, to an amount not exceeding the limit of liability stated in the Declaration above (At Noon Standard Time at location of property involved, to the extent of the actual cash value of the property at the time date shown above).

it not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality.

such loss, without allowance for any increase in value of the property, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for any loss of profits, shall be covered against in this policy, except as hereinafter provided.

M. FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY.

of this policy shall not be valid except with the written consent of this Company.

ONLY COPY AVAILABLE

ONLY COPY AVAILABLE

CHANGE ENDORSEMENT

Endorsement is made a part of Policy No. 17 SMP 101960

HARTFORD INSURANCE CO.

Name of Insurance Company

Effective on 7/25/70 at NOON standard time at the location of the property.

Insured HARROWS PROMOTIONS D.B.A. ELITE DELI
of Premises and Occupancy

Term: 3 years, From 7/25/70 To 7/25/73

ed. Cl. No. 1 applicable; Loss Ded. Cl. No. 2 applicable; Other (specify)

Forms and Endorsements applicable:

It is agreed that:

(a) AS RESPECTS SEC 1 PLATE GLASS ENDORSEMENT
HEREBY AMENDED TO INCLUDE LOC 11 1.2100 RICHMOND
ROAD STATEN ISLAND, NY

For those coverages and kinds of property for which a specific limit of liability is shown, the limit of the Company's liability shall be changed to read as stated in the Limits of Liability columns herein. Such limits are in lieu of the Limits of Liability stated in the policy and not in addition thereto.

SECTION I - PROPERTY COVERAGE

Coverage Description	Loc. No.	Bldg. No.	LIMITS OF LIABILITY		Old Rate	New Rate	PREMIUMS		
			Previous Limit	New Limit			Old Premium	New Premium	<input type="checkbox"/> Add'l <input type="checkbox"/> Return
			\$	\$			\$	\$	\$
			\$	\$			\$	\$	\$

SECTION II - LIABILITY COVERAGE

Coverage	Limits of Liability		Old Premium	New Premium	<input type="checkbox"/> Add'l <input type="checkbox"/> Return
C. Bodily Injury & Property Damage Liability	\$ each Occurrence	\$ Aggregate	\$	\$	\$
D. Premises Medical Payments	\$ each Person	\$ each Accident	\$	\$	\$

TOTAL \$

PREMIUM RECAPITULATION

Due at Endorsement Effective Date:	Additional Premium	Return Premium
<u>7-25-70</u>	<u>22.00</u>	\$

Premium adjustment if the Premium is payable in annual installments.

Dates Due	Original Installments	Increase	Decrease	Revised Installments
<u>7-25-71</u>	\$ <u>2,200</u>	\$ <u>22.00</u>	\$	\$ <u>2,222</u>
<u>7-25-72</u>	\$ <u>2,200</u>	\$ <u>22.00</u>	\$	\$ <u>2,222</u>
Total Premium to Policy Expiration	\$	\$ <u>44.00</u>	\$	\$

-3-

JOHN L. PIAZZA 17 0399 11/18/70 H

Form BHR 10-6-69

Agency
By

RED DOG PLAZA

HEIGHT IN FEET	WIDTH FEET	DESCRIPTION
74	64	FRONT EXT
76	64	FRONT "
73	53	RETURN " →
70½	25	DOOR "

ROSE AVE. DE

73	37½	FRONT EXT
75	27	FRONT "
73	37	FRONT "

2100 RICHMOND D RD.

67	69	FRONT "
67	69	FRONT "
77	31	DOOR "
76	31	DOOR "
71	35	PAN
65	65	FRONT "

NO OTHER CLASS LOCATED HEREUNDER.

VANDALISM AND MALICIOUS MISCHIEF ENDORSEMENT

Form MLB-121
(Ed. 10-66)

The perils of Vandalism and Malicious Mischief, as defined and limited herein, are added to and made a part of the "Perils Insured Against" section of the forms of which this endorsement is made a part and apply to the Section I Coverage indicated:

☒ Coverage A — Building(s) ☒ Coverage B — Personal Property

Loss by vandalism or malicious mischief shall mean only for willful and malicious damage to or destruction of the property insured. The Company shall not be liable, as respects these perils, for any loss:

1. to glass (other than glass building blocks) constituting a part of a building;
2. by pilferage, theft, burglary or larceny, except for wilful damage to the buildings covered hereunder caused by burglars;
3. by explosion, rupture, or bursting of steam boilers, steam pipes, steam turbines, steam engines, or rotating parts of machines or machinery owned, operated or controlled by the insured;
4. caused by or resulting from power, heating or cooling failure unless such failure results from physical damage to power, heating or cooling equipment situated on premises where the property covered is located;
5. if the described buildings had been vacant or unoccupied beyond a period of 30 consecutive days immediately preceding the loss, whether or not such period commenced prior to the inception date of this endorsement.

NOTE: A building in process of construction shall not be deemed vacant or unoccupied.

Loss Deductible Clause No. 2 does not apply to the coverage afforded by this endorsement.

This Endorsement must be attached to Change Endorsement MLB-20 when issued after the Policy is written.

MLB-121 (Ed. 10-66)

YETTS

LOSS OF EARNINGS ENDORSEMENT

Form MLE-143
(F.I. 6-57)

LOCATION OF PREMISES		SECTION I FORMS AND ENDORSEMENTS APPLICABLE	LIMIT OF LIABILITY	
Loc. No.	Bldg. No.		EACH 30 DAYS	AGGREGATE
1	1	MLB 100 121	33 1/3%	4500
2	1	MLB 101 121	25%	2000

1. Subject to all the provisions and stipulations otherwise applicable to Section I of this policy, except the Coinsurance Clause and the Loss Deductible Clauses, this policy is extended to insure against loss of earnings resulting directly from necessary interruption of business caused by the perils insured against damaging or destroying, during the policy period, real or personal property (except finished stock) at the premises described in this endorsement, subject to the limit of liability specified above for the premises at which the damage or destruction occurs. For the purposes of this insurance, "perils insured against" shall mean the perils, as defined and limited in the forms and endorsements listed above, for each premises specified and also subject to the provisions of this endorsement.

2. The Company shall be liable for:

- the actual loss sustained by the insured resulting directly from necessary interruption of business, but not exceeding the reduction in earnings less charges and expenses which do not necessarily continue during the interruption of business, for only such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property herein described as has been damaged or destroyed, commencing with the date of such damage or destruction and not limited by the date of expiration of this policy. Due consideration shall be given to the continuation of normal charges and expenses, including payroll expense, to the extent necessary to resume operations of the insured with the same quality of service which existed immediately preceding the loss; and
- the actual loss as covered hereunder during the period of time, not exceeding two consecutive weeks, when, as a direct result of the perils insured against, access to the premises described is prohibited by order of civil authority; and
- such expenses as are necessarily incurred for the purpose of reducing loss under this endorsement (except expense incurred to extinguish a fire), and such expenses, in excess of normal, as would necessarily be incurred in replacing any finished stock used by the insured to reduce loss but in no event shall the aggregate of such expenses exceed the amount by which the loss under this endorsement is thereby reduced.

3. The Company shall not be liable for more than the amount set forth in the limits of liability for each premises above as applicable to "Each 30 Days" for loss in any 30 consecutive calendar days, nor in any event for more than the amount set forth above as an "Aggregate" limit of liability.

4. **Resumption of Operations:** It is a condition of this insurance that if the insured could reduce the loss resulting from the interruption of business,

- by complete or partial resumption of operation of the property herein described, whether damaged or not, or

CLASS COVERAGE ENDORSEMENT

Form B11-1-115
(Ed. 19-11)

Subject to all the provisions and stipulations otherwise applicable to Section 1, except the Coinsurance Clause and the Loss Deductible Clause, this policy is extended to cover damage to the glass described in the Schedule and to the lettering and ornamentation separately described therein, by breakage of the glass or by chemicals accidentally or maliciously applied, excluding under this endorsement, loss by fire.

The Company will pay for:

1. repairing or replacing frames immediately enclosing and contiguous to such glass when necessary because of such damage;
2. installing temporary plates in or boarding up openings containing such glass when necessary because of unavoidable delay in repairing or replacing such damaged glass;
3. removing or replacing any obstructions, other than window displays, when necessary in replacing such damaged glass, lettering or ornamentation.

SCHEDULE

NEW DORP PLAZA

LOC #2

EXTERIOR GRADE

HEIGHT IN INCHES	WIDTH IN INCHES	DESCRIPTION
76	74	FRONT
76	74	FRONT
73	50	RETURN
73	50	RETURN
70½	25	DOOR
73	37½	FRONT
73	37	FRONT
73	37	FRONT

ROSE AVE. LOC. #1

NO OTHER GLASS INSURED HEREUNDER.

STOREKEEPER'S BURGLARY AND ROBBERY ENDORSEMENT

Form 158-B (Ed. 9-69)

Declaration: Not more than two messengers shall have insured property outside the premises at any one time. Subject to all the provisions and conditions otherwise applicable to this policy, including the Valuation Clause, the following coverages shall be provided at the locations as indicated by a specific limit of liability and premium:

Insured property outside the premises at any one time, except the Commercial Building, shall be covered by this endorsement to provide the following coverages:

§ 2161

Loc. No.	Location (Street, Address, City & State)	Limit of Liability	Premium
1	2100 RICHMOND R. N.Y.	250	1.00
2	75 NEW DORE PL. S.	250	1.00

Total Premium: 2.00

INSURING AGREEMENTS

Robbery Inside the Premises. To pay for loss of money, securities, merchandise, furniture, fixtures and equipment within the premises.

Robbery Outside the Premises. To pay for loss of money, securities and merchandise, including the wallet or bag containing such property, by robbery while being conveyed by a messenger outside the premises.

Kidnapping. To pay for loss of money, securities, merchandise, furniture, fixtures and equipment within the premises by kidnapping.

Burglary: Safe Burglary. To pay for loss of money, securities and merchandise by safe burglary within the premises and for loss, not exceeding \$50, of money and securities by burglary within the premises.

Theft—Night Depository or Residence. To pay for loss of money and securities by theft within any night depository bank or within the living quarters in the home of a messenger.

Burglary: Robbery of Watchman. To pay for loss of merchandise, furniture, fixtures and equipment by burglary or robbery of a watchman within the premises, while the premises are not open for business. Under this insuring agreement the actual cash value of any one article of jewelry shall be covered not to exceed \$50.

Damage. To pay for damages to the premises and to money, securities, merchandise, furniture, fixtures and equipment within the premises, by such robbery, kidnapping, burglary, safe burglary, robbery of a watchman, or attempt thereof, provided with respect to damage to the premises the insured is the owner thereof or is liable for such damage.

EXCLUSIONS

is coverage does not apply:

- to loss due to any fraudulent, dishonest or criminal act by any insured, a partner therein, or an officer, director, trustee or authorized representative thereof, while working or otherwise and whether acting alone or in connection with others; provided, this exclusion does not apply to kidnapping, safe burglary or robbery or attempt thereof by other than an insured or a partner therein;
- under Insuring Agreement VI and VII, to loss occurring during a fire in the premises;
- to loss, other than to a safe or vault, by fire whether or not such fire is caused by, contributed to by or arises out of the occurrence of a hazard insured against.

CONDITIONS

Definitions.

"Money" means currency, coins, bank notes and bullion; and travelers checks, register checks and money orders payable to the public.

"Securities" means all negotiable and non-negotiable instruments or contracts representing either money or other property, including revenue and other stamps, in any form, but does not include money.

"Premises" means the interior of that portion of any building at a location designated in the Schedule which is covered by the insured in conducting the business as stated therein, but shall not include (1) showcases or show windows not directly into the interior of the premises, or (2) public entrances, halls or stairways. As respects Insuring Agreement VI and VII, the premises shall also include the space immediately surrounding such building, provided such space is occupied by the insured in conducting its business.

"Custodian" means the insured, a partner therein or an officer thereof, or any employee thereof who is in the care and custody of the insured property within the premises, including any person while acting as a watchman, porter or janitor.

This Endorsement must be attached to Change 1 Endorsement MLB-20 when issued after the Policy is written.

CHANCE ENDORSEMENT

Form 10-1-70

7 SMP 101960

FARMERS INSURANCE CO.

name of Insurance Company

7/25/70

at NOON

standard time at the location of the

RICHMOND PROMOTIONS 10 B A ELITE DELI

Location of Premises and Occupancy

7/25/70

To 7/25/73

Loss Ded. Cl. No. 1 applicable; Loss Ded. Cl. No. 2 applicable; Other (specify)

Forms and Endorsements applicable:

It is agreed that:

(a) The policy is amended as follows: AS RESPECTS SEC I PLATE GLASS ENDORSEMENT
 PLE 170 10/56 IS HEREBY AMENDED TO INCLUDE LOC 11 1.2100 RICHMOND
 ROAD STATEN ISLAND, NY

(b) With respect to those coverages and kinds of property for which a specific limit of liability is shown, the limit of the Company's liability shall be changed to read as stated in the Limits of Liability columns herein. Such limits are in lieu of the Limits of Liability stated in the policy and not in addition thereto.

SECTION I — PROPERTY COVERAGE

Coverage Description	Loc. No.	Bldg. No.	LIMITS OF LIABILITY		Old Rate	New Rate	PREMIUMS		
			Previous Limit	New Limit			Old Premium	New Premium	<input type="checkbox"/> Add'l <input type="checkbox"/> Return
			\$	\$			\$	\$	\$
			\$	\$			\$	\$	\$

SECTION II — LIABILITY COVERAGE

Coverage	Limits of Liability		PREMIUMS		
			Old Premium	New Premium	<input type="checkbox"/> Add'l <input type="checkbox"/> Return
Bodily Injury & Property Damage Liability	\$ each Occurrence	\$ Aggregate	\$	\$	\$
Premises Medical Payments	\$ each Person	\$ each Accident	\$	\$	\$

TOTAL \$

PREMIUM RECAPITULATION

Due at Endorsement Effective Date:	Additional Premium	Return Premium
7/25/70	\$ 2.00	\$

premium adjustment if the Premium is payable in annual installments.

Dates Due	Original Installments	Increase	Decrease	Revised Installments
7/25/71	\$ 2.00	\$ 2.00	\$	\$ 2.00
7/25/72	\$ 2.00	\$ 2.00	\$	\$ 2.00
Total Premium to Policy Expiration		\$ 4.00 - 9.00	\$	

JOHN L PIAZZA 17 0399 11/18/70 11

Agency

By

NEW DORP PLAZA

OF TES	HEIGHT IN INCHES	WIDTH IN INCHES	DESCRPITION
	76	64	FRONT EXT
	76	64	FRONT "
	73	50	RETURN "
	70½	25	DOOR "

ROSE AVENUE

73	37½	FRONT EXT
73	37	FRONT "
73	37	FRONT "

2100 RICHMOND RD.

87	69	FRONT "
87	69	FRONT "
77	31	DOOR "
76	31	DOOR "
21	35	FAN
89	65	FRONT "

NO OTHER GLASS INSURED HEREUNDER.

DEFENDANT'S EXHIBIT A IN EVIDENCE

ON THE FOLLOWING PAGE IS REPRODUCED THE DEFENDANT'S
EXHIBIT A IN EVIDENCE, TO WIT: AN AGREEMENT.

2005-15370
(For Company Use Only)

PREMIUM FINANCE NOTE AND AGREEMENT HARTFORD INSURANCE GROUP

Hartford Fire Insurance Company
Hartford Accident and Indemnity Company
Citizens Insurance Company of N. J.

Hartford, Conn.

6 New York Underwriters Insurance Co. — New York, New York
7 Twin City Fire Insurance Company — Minneapolis, Minn.

7/25/70 1970
(Effective Date)

VALUE RECEIVED the undersigned (hereinafter sometimes called the insured) promises to pay to the order of the Hartford Insurance Co. (Name of Company) for its own account and as trustee for any other insurance company named in the following Schedule A, the sum in Block 12 below in successive payments as described in the following Schedule A.

d Mailing Address of Insured <u>Harroway Home Insurance Co.</u> <u>2100 Richmond Road</u> <u>Ad</u>	Do Not Write In This Space APPROVED BY <u>Ann Rossi</u> HARTFORD FIRE INS. CO. GROUP
--	--

SCHEDULE A — Fire and Casualty Policies included in PREMIUM FINANCE NOTE AND AGREEMENT.						
Policy No. (Incl. Prefix and Symbol)	Type	Effective Date	Term	Company Office to Which each Policy is Reported	Policy Premium(s)	
7 Smp 01960	Master file	7/25/70	1	Brooklyn	2769. —	
<p>ies subject to audit are to be indicated by entry of the word "audit" in ion to type in Block 3. The full estimated premium for the policy term is included in Block 7.</p> <p>e above policy schedule space is insufficient, schedule additional policies on arate sheet and attach the additional Schedule to all five copies of the Premium nce Note and Agreement.</p> <p>ANNUAL PERCENTAGE RATE <u>8%</u></p> <p>ount shown in Block 13 is the Amount Due on the date shown in Block 14 so the Amount of each successive payment due hereunder.</p> <p>y Payments: If payments are to be made on a monthly basis the monthly t shall be due on the same date in each successive month.</p> <p>ly Payments: If payments are to be made on a quarterly basis the quar- yment shall be due on the same date in each third successive month.</p>					8 Cash Price (Total Premium)	
					2769. —	
					9 Cash Down Payment	
					553.80	
					10 Amount Financed	
					2215.20	
					11 Finance Charge	
					72.86	
					12 Total of Payments	
					2289.06	
					Amount of	
					13 Each Payment	254.34
					Date of	
					14 First Payment	8/25/70
					15 Number of Successive Payments	Monthly <input checked="" type="checkbox"/> 9 <input type="checkbox"/> 30 Quarterly <input type="checkbox"/> 3 <input type="checkbox"/> 10

Conditions:
undersigned consents to the assignment of this Note and Agreement by the Payee and agrees to make all payments hereunder to the assignee at such place as such assignee shall direct.
Note and Agreement, including the conditions set forth on the reverse side and which constitute a part hereof, shall be binding upon the undersigned and his, her or its heirs, executors, administrators, successors and assigns.
Payee or its assigns are authorized to correct patent errors in this instrument or in any papers executed by the undersigned in connection with.

Mary Rugga 4/3/70 Date
Robert Altman Date
(Signature of Insured)

d Mailing Address of Agent
Richard Rugga
1575 34th St
Brooklyn 34, N.Y.
937-6442

IMPORTANT NOTICE TO INSURED
Do not sign this Note and Agreement before you read it, or if it contains blank spaces.
You are entitled to a completely filled in copy of this Note and Agreement.
You have the right to pay off in advance the unpaid balance of this contract and obtain a partial refund of the finance charge based on the American Bankers Association rebate schedule.

CONDITIONS APPLICABLE TO SCHEDULE A

insured represents that each of the policies designated in Schedule A has been issued to the insured and hereby acknowledges receipt of policy or policies, and further represents that no interest therein has been assigned except as respects the interests of mortgagees or loss payees named therein. No such policy shall be assigned without the written consent of the Payee named herein, except as respects the interests of mortgagees or loss payees named therein.

For the security for the payment of all amounts payable herein, the insured hereby assigns and releases to the Payee named herein and its assigns any and all sums which may become payable to the insured under any and all of the policies designated in Schedule A, including premiums which may become due thereunder or any losses payable to the insured thereunder, subject, however, in the latter case, to the rights of any mortgagee or loss payee named therein.

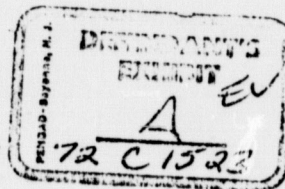
In the event of any payment specified in Block 13 of Schedule A or should any policy or policies designated in Schedule A be assigned to the insured without the written consent of the Payee named herein, the unpaid balance of the indebtedness evidenced hereby shall become immediately due and payable without notice or demand. Such default or assignment shall result in the cancellation of said policy or policies.

The insured and its assigns are, in the event of such default or assignment, authorized to collect and receive in the name of the insured any amounts payable to the insured under the policy or policies designated in Schedule A and to apply the same toward the discharge of the indebtedness evidenced by this Premium Finance Note and Agreement, provided that there remains an unpaid balance due under this Premium Finance Note and Agreement and provided, further, that the interest of the Payee named herein and its assigns in such sums shall remain subject to the rights of mortgagees and loss payees named in said policy or policies. The insured hereby appoints the Payee herein and its assigns as its attorney-in-fact to effectuate the foregoing in the name of the insured.

In the event of such default or assignment, the insured agrees to pay all costs of collection, including reasonable attorney's fees, not exceeding the amount prescribed by law, incurred in the collection of this Premium Finance Note and Agreement or in any suit or other proceeding brought in connection with the collection or defense of this Premium Finance Note and Agreement.

All sums received by the Payee named herein and its assigns from any policy designated in Schedule A shall be applied toward the reduction of the insured's indebtedness herein. The insured shall remain liable for and, in the event of any default in payment of this Premium Finance Note and Agreement, shall immediately pay to the Payee named herein and its assigns any balance remaining after such sums have been so applied. The Payee named herein and its assigns shall pay the insured any surplus remaining after the indebtedness herein has been satisfied in full. The insured hereby waiving any and all claims to such sums other than unapplied surplus.

The Payee reserves the right to rescind this Note and Agreement within 60 days of the effective date hereof.



DEFENDANT'S EXHIBIT B IN EVIDENCE

ON THE FOLLOWING PAGES ARE REPRODUCED THE DEFENDANT'S
EXHIBIT B IN EVIDENCE, TO WIT: A NOTICE.

HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

- ☒ 1 Hartford Fire Insurance Company
☒ 2 Hartford Accident and Indemnity Company
☒ 3 Citizens Insurance Company of New Jersey

- ☒ 4 New York Underwriters Insurance Company
☒ 5 Twin City Fire Insurance Company

Acknowledgment of Cancellation by Policyholder
PREMIUM FINANCE NOTE AND AGREEMENT

Named Insured and Address →

Warrows Promotions Inc.
2100 Richmond B Rd.
Staten Island, NY

ent has been
e disregard

L. Piazza
Rosa Ave.
Staten Island, NY 10306

Date of This Notice May 17, 1971

Account Number: 3825-15390

Payee
Company Code

Premium

Payment Due Date: Apr 25

Payment

Amount: 254.34

Company designated as Payee in the Premium Finance Note and Agreement referred to above regrettably acknowledges your
to cancel the policy or policies designated in such Note and Agreement as evidenced by the fact the payment indicated above has
received. (See Offer to Reinstate on reverse side.)

have no alternative but to acknowledge your cancellation of each such policy as of June 1, 1971
be taken to compute the earned and unearned premiums under said policy or policies and, insofar as unearned premiums are avail-
such purposes, to apply such unearned premiums toward the discharge of your Premium Finance Note and Agreement. Promptly
pletion of such computations the said Company shall remit any balance remaining after discharge of such indebtedness or notify
y balance which shall then remain due and payable to the Company.

Copy of this notice has also been sent to the agent named above.

*7 B. 254.34
Plated 0*

*Will call back 6/15/71
if not call back then 6/21/71
OK to come over agent
4/29/71*

IMPORTANT
SEE REVERSE SIDE OF THIS ACKNOWLEDGEMENT

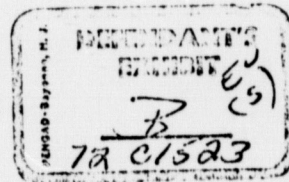
OFFER TO REINSTATE

Company designated as Payee in the Note and Agreement referred to on the front of this form offers to arrange for reinstatement of policy or policies designated in Schedule A of such Note and Agreement without lapse, and for continuance of the method of payment set forth in such Note and Agreement as it relates to all policies scheduled — provided

the overdue payment shown on the front of this notice is received in the enclosed self-addressed envelope on or before the cancellation date stated on the front of this notice.

Enclose your check or money order payable as set forth in the *Coupon Book or Coupon Envelope* (previously furnished you) and bearing the Account Number as that shown on the face of this notice.

Do not mail currency or stamps.



DEFENDANT'S EXHIBIT C IN EVIDENCE

FINAL BALANCE
(PREMIUM FINANCE NOTE AND AGREEMENT)

THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

- ☐ 1 Hartford Fire Insurance Company
☐ 5 Hartford Accident and Indemnity Company
☐ 3 Citizens Insurance Company of New Jersey

- ☐ 6 New York Underwriters Insurance Company
☐ 7 Twin City Fire Insurance Company

Named Insured and Address →

Narrows Promotions Inc.
2100 Richmond Rd.
Staten Island, NY

John L. Piazza
78 Roso Ave.
Staten Island, NY 10306

Account No. 3825-15390

Date Sept. 28, 1971

We have computed the unearned premiums resulting from the cancellation of the policies included in your Premium Finance Note. The following explains the final balance of your account.

Amount of Note	\$ 2289.06
Less Credit for Payments on Note	2034.72
Less Refund of Interest	00
Balance Due Under Note	254.34
Less Credit for Unearned Premium	00
Final Balance Due Company	254.34
or	
Due Insured	

Enclosed is our check in payment of the final balance.

Your prompt remittance to this office would be appreciated for the final balance due company.

Charles R. ...
Authorized Representative

DEFENDANT'S EXHIBIT D IN EVIDENCE

ON THE FOLLOWING PAGE IS REPRODUCED THE DEFENDANT'S
EXHIBIT D IN EVIDENCE, TO WIT: A LETTER.

THE HARTFORD INSURANCE GROUP

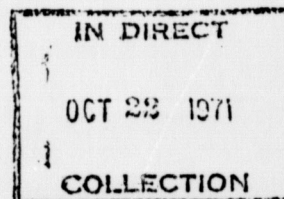
HARTFORD PLAZA, HARTFORD, CONNECTICUT 06115

October 12, 1971

Narrows Promotions Inc.
2100 Richmond Rd.
Staten Island, NY

RE: HARTFORD PREMIUM FINANCE NOTE AND AGREEMENT
ACCOUNT NO. 3825-15390

FINAL NOTICE



Dear Sir(s):

In our letter dated Sept. 28, 1971 we notified you of the final balance due on your Hartford Insurance Group Premium Payment Plan Note.

Your prompt remittance for \$ 254.31 was requested, but to date it has not been received. Unless it reaches us on or before Oct. 22, 1971 the account will be turned over to our Collection Agency for immediate attention. We would regret the necessity for such action, and trust you will cooperate with us in clearing this balance from our books.

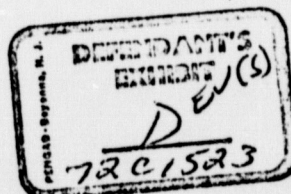
If, for any reason, you feel the amount is not due, kindly advise us at once.

A copy of this letter has been forwarded to your agent for his information.

Yours very truly,

A. Rossi
Premium Finance Dept.

-19-



NOTE: PROCESSING DEPT. COPY

DEFENDANT'S EXHIBIT E

DEFENDANT'S EXHIBIT E WAS NOT ADMITTED
INTO EVIDENCE.

DEFENDANT'S EXHIBIT F IN EVIDENCE

CHEMICAL BANK

Instalment Loan Department
770 Broadway
New York, N.Y. 10003

Reminder

02245

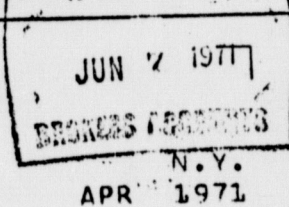
Apparently, you have overlooked the current payment on your account

According to our records, the amount shown below is now past due.
If you have made the payment, please disregard this notice.

Preserve your credit standing and avoid additional charges by making payments promptly.

NARROWS PROMOTIONS INC
2100 RICHMOND RD

JUN 02, 1971



Amount Past Due Incl. Late Charges	Account Number
254.34	38-25-15390

Know your Account Number when making telephone inquiries.

Please inform us of any changes in your mailing address.

IL 906 (2-70)
138 139

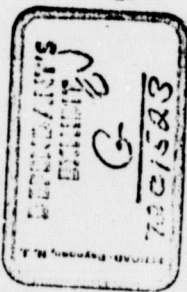
DEFENDANT'S EXHIBIT G IN EVIDENCE

ON THE FOLLOWING PAGE IS REPRODUCED THE DEFENDANT'S
EXHIBIT G IN EVIDENCE, TO WIT: A WINDOW ENVELOPE.



New York Department
123 William Street
New York, New York 10038

THE HARTFORD



-23-

DEFENDANT'S EXHIBIT H IN EVIDENCE

ON THE FOLLOWING PAGE IS REPRODUCED THE DEFENDANT'S
EXHIBIT H IN EVIDENCE, TO WIT: A MANIFOLD.

Hartford Fire Insurance Co.

NAME AND
ADDRESS
OF SENDER

PREMIUM FINANCE DEPT. PAGE 1
May 17, 1971

Indicate type of mail

☐ INSURED ☐ C. O. D.
☐ CERTIFIED

Affix stamp here
certificate of ma
additional copie
POSTMARK AND I

DUE SENDER
IF C. O. D. ENDORSE
MENT



NUMBER OF ARTICLE	NAME OF ADDRESSEE, STREET, AND POST-OFFICE ADDRESS	POSTAGE	FEE	DUE SENDER IF C. O. D.	ENDORSE MENT
1	3803-16765 Thomas F. McNulty 622 Holmdel Rd. Hazlet NJ				
	3820-18079 Gates, George 1218 Morris St Roselle NJ				
3	3828-16231 Robert Gilbert "80 Rosedale Rd. Yonkers NY				
4	3825-15390 Narrows Promotions Inc. 2100 Richmond Rd. Staten Island NY				
5	3803-17095 John Bickel, Wm. Eddy & D. Bickel Etal 3743 Hempstead Tpke Levittown NY				
6	3803-17052 Gwen A. Campbell etal 132 Oak Ave. Hempstead NY				
7	3803-16889 Daisy Candelario 173 Brebant St. Staten Island NY				
8	3803-16463 Joseph B. Dailey 9 Haas Ave. Deer Park NY				
9	3803-16408 Arthur & Edna Denison 211-22 21 Ave. Bayville NY				
10	3803-16803 Roy Patrick Dwyer 324 Orchard St Rahway NJ				
11	3803-16625 Robert A. Ellis 1059 Glenwood Blvd. Schenectady NY				
12	3803-16684 Reginald T. Altor 7 River Rd Sayville NY				
13	3803-16811 Empire Auto Body Inc. 183 First St Jersey City NJ				
14	3803-16838 Willi Somer Steck's Policestessen Hwy 202 Somerset Shopping Center Somerville NJ				
15	3803-16412 Midland Sunoco 50 E. Midland Ave. Paramus NY				
16	3803-16455 Robert C. F. Storm 60 Lakewood Ave. Hoboken NJ				
17	3903-00357 Sophie Topping 411 W. End Ave. (Apt 8A) New York NY				
18					
20					

TOTAL NUMBER OF
PIECES LISTED
BY SENDER

17

TOTAL NUMBER OF
PIECES RECEIVED
AT POST OFFICE

17

POSTMASTER, PER (Name of receiving employee)

[Signature]

Mark "F" if "Fragile," "P" if "Perishable," "E" if "Eggs," "EH" if "Eggs for Hatching," "B" if "Butter," "FL" if "Fragile-Liquid," and "FLU" if "Fragile-Liquid-This Side Up."
Special-handling charges apply only to fourth-class parcels. Special-delivery service also includes special-handling service.

POD Form 3877-A - July 1958

U. S. GOVERNMENT PRINTING OFFICE

C48-16-72948-2

DEFENDANT'S EXHIBIT I IN EVIDENCE

CANCELLATION WORKSHEET

Revised

Policy Writing		Policy No.	Date
		<i>175MP101960</i>	<i>7-12-71</i>
Cancellation	<input checked="" type="checkbox"/> Pro Rata	Reason for Cancellation	<input type="checkbox"/> Non-Payment
	<input type="checkbox"/> Short Rate		<input checked="" type="checkbox"/> Other
<input checked="" type="checkbox"/> Send Direct Notice of Cancellation as Indicated:		Insured	<i>35 35</i> Days
<input type="checkbox"/> Using Appropriate Forms Notify as Indicated:		Loss Payee or Mortgagee	<i>35 35</i> Days
		Bureau(s)	Days
<input type="checkbox"/> Also Notify the Following		Name	
		Address	

Cancelled by premium finance

DESTROY

DATE

By *[Signature]*

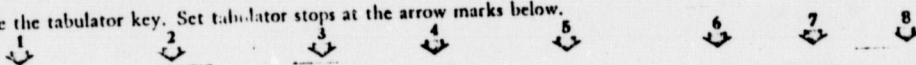
DEFENDANT'S EXHIBIT J IN EVIDENCE

ON THE FOLLOWING PAGES ARE REPRODUCED THE DEFENDANT'S EXHIBIT J IN EVIDENCE, TO WIT: A CARBON INTERWOVEN SNAP-APART FORM. THE CARBON PAPER SHEETS ARE NOT REPRODUCED HERE.

TE TO TYPIST: Complete the section captioned "Effective Date of Cancellation" as follows:
IRE Lines: Type words "Five(5) days after receipt of this notice" ("Ten(10) days" where applicable). DO NOT Type Actual Date or Time.
MARINE Lines: In addition to Cancellation Date, Indicate either 12:01 A. M. or 12:00 Noon, Standard Time as it appears in the Policy.
MULTI-PERIL Lines: Type words "Ten (10) days after receipt of this notice." DO NOT TYPE Actual Date or Time.

TYPEWRITER
MARGIN

For automatic positioning use the tabulator key. Set tabulator stops at the arrow marks below.



MORTGAGEE'S COPY

NOTICE OF CANCELLATION

The below numbered policy (including any extension of the Policy Period or Term), issued to the Named Insured by the Company or Companies named herein, is cancelled as of the Effective Date of Cancellation stated below.

Policy No.

Named Insured and Address

Mortgagee's Name and Address

EFFECTIVE DATE OF CANCELLATION:

Respects the Named Insured

Respects the Mortgagee

Company(ies)

Any return premium due under this policy, if not tendered herewith, will be returned upon demand.
(KANSAS: The words "upon demand" are to be deleted.)



THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

Authorized Signature

Producer's Name and Address

PL EX: 3

FOR 10-3-73

HARVEY B. KRAMER

REPORTER

-28-

ONLY COPY AVAILABLE

INSURED'S COPY

STATE OF CANCELLATION

Below numbered policy (including any extension of the Policy Period or Term), issued to the Named Insured by the
any or Companies named herein, is cancelled as of the Effective Date of Cancellation stated below.

Policy No.

Named Insured and Address

Mortgagee's Name and Address

Effective Date of Cancellation

any (ies)

Any return premium due under this policy, if not tendered herewith, will be returned upon demand.
(KANSAS: The words "upon demand" are to be deleted.)



Authorized Signature

Producer's Name and Address

NOTICE OF CANCELLATION

Below numbered policy (including any extension of the Policy Period or Term), issued to the Named Insured by the Company or Companies named herein, is cancelled as of the Effective Date of Cancellation stated below.

Policy No.

Named Insured and Address

Mortgagee's Name and Address

Effective Date of Cancellation

Company(ies)

Any return premium due under this policy, if not tendered herewith, will be returned upon demand.
(KANSAS: The words "upon demand" are to be deleted.)



THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

Authorized Signature

Producer's Name and Address

NOTICE OF CANCELLATION

PRODUCER'S COPY

Below numbered policy (including any extension of the Policy Period or Term), issued to the Named Insured by the Company or Companies named herein, is cancelled as of the Effective Date of Cancellation stated below.

Policy No.

Named Insured and Address

Mortgagee's Name and Address

Effective Date of Cancellation

Company(ies)

Any return premium due under this policy, if not tendered herewith, will be returned upon demand.
(KANSAS: The words "upon demand" are to be deleted.)



Authorized Signature

Producer's Name and Address

-31-

NOTICE OF CANCELLATION

The below numbered policy (including any extension of the Policy Period or Term), issued to the Named Insured by the Company or Companies named herein, is cancelled as of the Effective Date of Cancellation stated below.

Policy No.

Named Insured and Address

Mortgagee's Name and Address

EFFECTIVE DATE OF CANCELLATION:

As Regards the Named Insured

As Regards the Mortgagee

Company (ies)

Any return premium due under this policy, if not tendered herewith, will be returned upon demand.
(KANSAS: The words "upon demand" are to be deleted.)



THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

Date

Authorized Signature

Producer's Name and Address

Policy No.....

POST OFFICE DEPARTMENT

CERTIFICATE OF MAILING

Received From

THE HARTFORD INSURANCE GROUP
piece of ordinary mail addressed to:

Affix Stamp
and
Postmark



THIS RECEIPT DOES NOT PROVIDE FOR INDEMNIFICATION

G-2298-1 (Mortgage) Printed in U. S. A. 11-66

ONLY COPY AVAILABLE

Policy No.



POST OFFICE DEPARTMENT
CERTIFICATE OF MAILING

Received From
THE HARTFORD INSURANCE GROUP
One piece of ordinary mail addressed to:

Affix Stamp
and
Postmark

THIS RECEIPT DOES NOT PROVIDE FOR INDEMNIFICATION

DEFENDANT'S EXHIBIT K IN EVIDENCE

COMPANY COPY

CANCELLATION

Numbered policy (including any extension of the Policy Period or Term), issued to the Named Insured by the companies named herein, is cancelled as of the Effective Date of Cancellation stated below.

17 SMP 101960

Policy No.

RECALL

Named Insured and Address

**NARROWS PROMOTIONS D B A ELITE DELI
2100 RICHMOND RD.
STATEN ISLAND, N Y**

Mortgagee's Name and Address

**FIRST NATIONAL CITY BANK
399 PARK AVE.
NEW YORK**

of Cancellation

THIRTY FIVE (35) DAYS AFTER RECEIPT OF THIS NOTICE

THIRTY FIVE (35) DAYS AFTER RECEIPT OF THIS NOTICE

HARTFORD FIRE INS CO

Any return premium due under this policy, if not tendered herewith, will be returned upon demand.
(KANSAS: The words "upon demand" are to be deleted.)

**THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT**

7/13/71

Producer's Name and Address

CHARLES BENWAY 175764

Authorized Signature.....

**COVERAGE MAY BE OBTAINED FROM THE
NEW YORK PROPERTY INS UNDERWRITING ASSOC
110 LIVINGSTON ST BKN, NY**

DEFENDANT'S EXHIBIT L IN EVIDENCE

(two separate pieces of paper)

17 SEP 101960
Policy No.



POST OFFICE DEPARTMENT	
CERTIFICATE OF MAILING	
Received From THE HARTFORD INSURANCE GROUP One piece of ordinary mail addressed to:	
MARSON'S PROMOTIONS D & A ELITE POLI 2100 RICHMOND RD. STATEN ISLAND, N.Y.	
THIS RECEIPT DOES NOT PROVIDE INDEMNIFICATION	

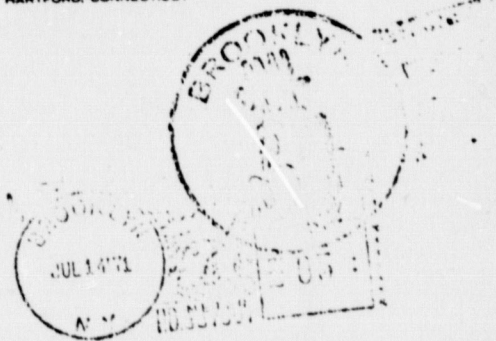
Brooklyn NY
JUL 14 1971
5 05

1298-1 (Insured) Printed in U. S. A. 11-66

17 SEP 101960
Policy No.



POST OFFICE DEPARTMENT	
CERTIFICATE OF MAILING	
Received From HARTFORD INSURANCE GROUP of ordinary mail addressed to:	
FIRST NATIONAL CITY BANK 300 PARK AVE. NEW YORK	
THIS RECEIPT DOES NOT PROVIDE FOR INDEMNIFICATION	



-1 (Mortgagee) Printed in U. S. A. 11-66

DEFENDANT'S EXHIBIT M IN EVIDENCE

STATE OF CANCELLATION

PRODUCER'S COPY

Low numbered policy (including any extension of the Policy Period or Term), issued to the Named Insured by the
any or Companies named herein, is cancelled as of the Effective Date of Cancellation stated below.

Policy No. **17 SMP 101960**

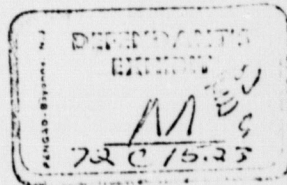
RECALL

Named Insured and Address

HARRONS PROMOTIONS D & A ELITE DEL!
2100 RICHMOND RD.
STATEN ISLAND, N Y

Mortgagee's Name and Address

FIRST NATIONAL CITY BANK
390 PARK AVE.
NEW YORK



Date of Cancellation

THIRTY FIVE (35) DAYS AFTER RECEIPT OF THIS NOTICE

THIRTY FIVE (35) DAYS AFTER RECEIPT OF THIS NOTICE

by (less)

HARTFORD FIRE INS CO

Any return premium due under this policy, if not tendered herewith, will be returned upon demand.
(KANSAS: The words "upon demand" are to be deleted.)

THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

6 7/13/71

Authorized Signature

Producer's Name and Address

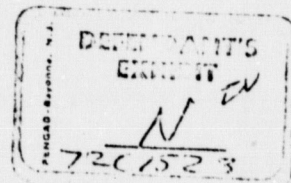
CHARLES BENJAY 175764

COVERAGE MAY BE OBTAINED FROM THE
NEW YORK PROPERTY INS UNDERWRITERS ASSOC
111 LIVINGSTON ST BRN, NY

DEFENDANT'S EXHIBIT N IN EVIDENCE

July 27, 1971

Mr. Joseph DeFranco
Elite Ball
2100 Richmond Road
Staten Island, New York 10310



Re: Hartford Fin. Ins. Co., Policy #17 619 101660
Harrows Prior Policy #4/as Elite Ball

Dear Mr. DeFranco:

With reference to the above policy we are enclosing, herewith, photostat of a cancellation notice issued by the company effective August 18th, 1971 at 12:01 P.M. We have been in touch with the company and they cannot locate their file.

Would you please call me in order to set up an appointment. This coverage should either be reinstated or I can replace it in another company.

Yours truly,

Charles D. Bandy

CDB:BN
enc.

ONLY COPY AVAILABLE
-38-

DEFENDANT'S EXHIBIT O IN EVIDENCE

May 17, 1971

Narrows Promotions Ltd.
d/b/a/ Elite Deli
2100 Richmond Rd.
Staten Island, New York

619869- 7513 Andy R.

RE: Beer Bond
73 New Dorp Plaza, Staten Is. N.Y.
Bond # 827371 637125 *Jul*
2100 Richmond Rd., Staten Is. N.Y.
Bond # 827372 637127 *July*

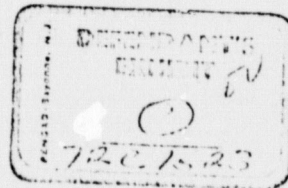
Dear Mr. DeFranco:

Enclosed please find above captioned Bonds for your renewal licenses, they must be dated and signed, I am also enclosing a bill for \$7.50 for each bond, even though we sent in a check for \$15.00 they accepted that check for last years premium as per the letters also enclosed.

If you have any questions please call and I will stop by the store.

Yours truly,

Charles D. Benway



DEFENDANT'S EXHIBIT P IN EVIDENCE

ON THE FOLLOWING PAGE IS REPRODUCED
DEFENDANT'S EXHIBIT P IN EVIDENCE,
TO WIT: A FORM.

APPLICATION—BEER BOND—NOT TO BE FILED WITH STATE LIQUOR AUTHORITY

EXCISE BOND UNDERWRITERS

96 FULTON STREET

NEW YORK, N.Y. 10038

(This Space for Home Office Use Only)

(This Space for Home Office Use Only)

(This Space for Home Office Use Only)

Date Received.....

Class No.....

Location No.....

Execution O. K.....

NAME AND ADDRESS MUST BE
SAME AS LICENSE APPLICATION.

Name **Narrows Promotions, Ltd.**

Trade Name, If Any **Elite Doli**
Place of Business **7513 Amboy Road**
City and County of **Staten Island, New York**

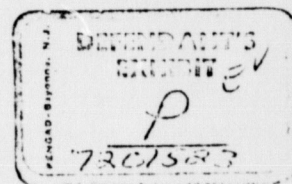
App. No.....

File No.....

Reg.....

BOND EXPIRES IN

BOND NUMBER



*Chk 700.00
6.75*

IN ADDITION TO THE PENAL SUM SET FORTH BELOW, EACH BOND UNDERTAKES THE PAYMENT OF COSTS TAXED OR ALLOWED IN ANY ACTION OR PROCEEDING NOT TO EXCEED \$1,000.

OFF PREMISE—BEER

ON PREMISE—BEER

	Penal Sum of Bond Premium	
<input type="checkbox"/> BREWERS	\$15,000	\$180.00
<input type="checkbox"/> WHOLESALEERS	5,000	60.00
<input type="checkbox"/> VENDOR	500	7.50
<input checked="" type="checkbox"/> GROCERY STORE	500	7.50
<input type="checkbox"/> DRUG STORE	500	7.50

	Penal Sum of Bond Premium	
<input type="checkbox"/> EATING PLACE	\$1,000	\$10.00
<input type="checkbox"/> VESSELS	500	7.50
<input type="checkbox"/> BALL PARKS, RACE TRACKS, STADIUMS.....	1,000	10.00
<input type="checkbox"/> SUMMER <u>ONLY</u> —BEER	1,000	10.00

I, or we, agree to pay the original premium and any subsequent or additional premium and agree to indemnify and keep indemnified the Company and save it harmless from and against any and all losses, demands, liabilities and expenses including attorney and counsel fees, which it shall at any time sustain or incur and will pay over, reimburse the Company, its successors and assigns, all sums and amounts of money which the Company or its representatives shall pay or cause to be paid, or become liable to pay under its obligations under said bond, or any charges or expense incurred in the investigation or in connection with any litigation by reason of the execution thereof; and will upon demand place the Company in funds with which to meet any such claim or expense, even though the Company or its representatives shall have paid, out such sum or any part thereof or not.

Dated this 15 day of June A. D. 19 67

(Applicant)

Broker or General Agent **Charles D. Banway**

Street **220 Victory Blvd.**

City and State **Staten Island, New York, 10301**

-41-

Broker's License Number Agent's Company

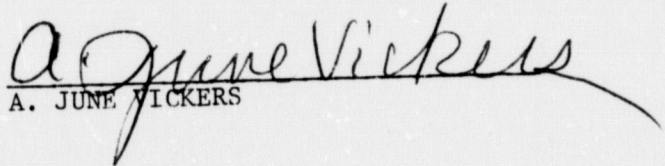
AFFIDAVIT OF SERVICE

State of New York)
City of New York : ss.:
County of New York)

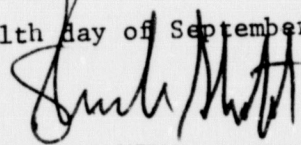
A. JUNE VICKERS, being duly sworn, according to law,
deposes and says:

1. That deponent is not a party to the action, is
over 18 years of age, and resides in the city, county and state
of New York.

2. That on the 11th day of September, 1974, deponent
served the within Book of Exhibits upon Messrs. Greenhill &
Speyer, attorneys for the defendant-appellee in this action,
at 56 Pine Street, New York, New York 10005, the address des-
ignated by said attorneys for that purpose by depositing a true
copy of same enclosed in a post-paid properly addressed wrapper,
in an official depository under the exclusive care and custody
of the United States Postal Service within the city, county,
and state of New York.


A. JUNE VICKERS

Sworn to before me this
11th day of September, 1974



HERMAN A. STUHL
Notary Public, State of New York
No. 31-9230450
Qualified in New York County
Commission Expires March 30, 1976

